



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Execute a Joint-Use Agreement with Lodi Unified School District, and a Design Services Agreement with Booker Gery Hickman Architects, for a Bus Wash Facility at 820 South Cluff Avenue (\$45,000)

MEETING DATE: November 15, 2000

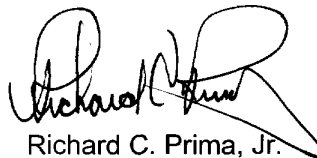
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Authorize the City Manager to execute a joint-use agreement with Lodi Unified School District (LUSD), and a design services agreement with Booker Gery Hickman Architects, for a bus wash facility at 820 South Cluff Avenue in an amount not to exceed \$45,000.

BACKGROUND INFORMATION: The City Council approved the purchase of bus wash equipment from Sherman Supersonic Industries (SSI) on June 21, 2000. At that time, staff indicated we were working with LUSD on an agreement to install the equipment at the LUSD Corporation Yard at 820 South Cluff Avenue and share its use. LUSD will contribute \$180,000 towards the construction costs. LUSD's Board of Trustees has already approved the agreement. (Copy attached.)

Since the installation involves modifications to a LUSD building, LUSD selected an architect to prepare plans and specifications for the project. Booker Gery Hickman Architects was selected to provide civil, electrical, mechanical and architectural services for an amount not to exceed \$45,000. Once the plans and specifications are completed, they will be brought to City Council for approval.

FUNDING: FTA \$36,000 (80%)  
TDA \$ 9,000 (20%)



Richard C. Prima, Jr.  
Public Works Director

Prepared by Carlos Tobar, Transportation Manager

RCP/CT/lm

attachment

cc: Dennis Callahan, Fleet and Facilities Manager  
Mamie Starr, Asst. Supt., LUSD Facilities and Planning Dept.

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

AGREEMENT FOR CONSTRUCTION AND  
RECIPROCAL USE OF THE GANTRY WASHBAY  
SYSTEM BETWEEN CITY OF LODI AND LODI  
UNIFIED SCHOOL DISTRICT

THIS AGREEMENT ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF LODI ("City"), and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY ("District").

WITNESSETH:

WHEREAS, City and District have a mutual interest in efficiently using taxpayer funds; and

WHEREAS, City and District have a mutual interest in presenting to the public clean vehicles and saving vehicle wash operating costs; and

WHEREAS, District is in need of various water-quality improvements related to drainage at 820 S. Cluff Avenue; and

WHEREAS, District desires to maintain and operate the gantry washbay system in exchange for City's contribution to project; and

WHEREAS, City and District have in the past, executed a series of agreements for the mutual benefit and use of facilities and services.

NOW, THEREFORE, BE IT AGREED between City and District as follows:

I. FACILITIES INCLUDED IN THIS AGREEMENT

A. Unless otherwise specified, this Agreement covers the following District facility:

District Transportation Facility, 820 S. Cluff Avenue

B. Unless otherwise specified this Agreement covers the following City furnished equipment:

Sherman Supersonic Industries Corporation Year 2000 Model 5399 Vehicle Wash System, Recycle System, Dryer System (including Motor Control Panel) and Under Chassis Wash.

## II. CONSTRUCTION

The City of Lodi will be responsible for designing and bidding the construction portion of this project. District to concur with plans and specifications prior to advertising project. Construction will include slab, drains, extension of roof structure adjacent to existing structure and drainage improvements related to wash bay and maintenance facility.

## III. SCHEDULING

- A. The City of Lodi may enter the District's Maintenance Facility at any time during regular hours: Monday-Friday, 5 AM – 8 PM.
- B. All vehicles, whether they are City or District vehicles, will be washed on a first-come, first-serve basis.

## IV. OPERATION AND MAINTENANCE

- A. The equipment covered in this agreement is a Sherman Supersonic Industries Corporation Year 2000 Model 5399 Vehicle Wash System, Recycle System, Dryer System (including Motor Control Panel) and Under Chassis Wash. District will operate and maintain the entire vehicle wash system equipment as specified by the manufacturer, Sherman Supersonic Industries Corporation.
- B. District will incur all costs associated with the routine operation, maintenance and repair of the vehicle wash equipment. All materials, supplies and parts for operation, maintenance and repair of the vehicle wash system must be manufacturer approved. City retains the right to inspect files and equipment to ensure that manufacturer approved materials, supplies and parts are being utilized.
- C. If damage to the equipment occurs, District will notify the City immediately.
- D. Representatives of both agencies and contractors if applicable, insurance agency representatives if appropriate, will evaluate and review the damages, preferably together, to assess necessary mitigation, appropriate cost, scheduled repair and final work product.
- E. In the event of damage, the City of Lodi will incur costs associated with repairs or replacement up to \$25,000.
- F. In the event of damage caused by negligence, the negligent party shall be responsible for repairs to equipment. Damage to vehicles caused by the washbay system will be the responsibility of each agency.
- G. Normal and wear tear maintenance and repairs, past the warranty period, shall be the District's responsibility.
- H. District will own, operate and maintain all concrete pads, buildings and drains.

## V. COST SHARING

- A. District will provide a yearly report of wash activities that shall list the City vehicles washed, dates of usage and cost of those washes.

- B. The City of Lodi shall be entitled to unlimited washes.
- C. District agrees to contribute \$180,000 to the City of Lodi toward the cost of construction for this project, which includes supplemental work beyond the requirements for the SSI washbay system.

#### VI. AMENDMENT TO AGREEMENT

- A. This agreement may be amended at any time by agreement of both parties.
- B. This agreement shall be amended by order of the Lodi City Council and the Lodi Unified School District Board of Education if it is determined that the cost per vehicle wash for City of Lodi vehicles is higher or lower than \$4. The purpose for review of costs is so that neither agency receives a greater economic benefit than originally anticipated. The length of the term may be adjusted to a mutually agreed upon length of time.

#### VII. HOLD HARMLESS/INSURANCE

- A. DISTRICT: District agrees to indemnify and save harmless City and its elected officials, appointed officers, employees and agents ("Indemnitees") from and against all claims of whatever nature arising from any act, omission, or negligence of District or District's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term hereof, in or about the premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of District or District's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

District agrees to maintain in full force during the term hereof a policy of public liability insurance under which District is named as insured, and containing an additional named insured endorsement naming Indemnitees as additional insureds, and under which the insurer agrees to indemnify and hold District and Indemnitees harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of District, or District's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars). In addition to the additional named insured endorsement on District's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers, employees and agents shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to City within ten (10) days after the issuance and each renewal of said policy.

- B. CITY: City agrees to indemnify and save harmless District and its elected officials, appointed officers, employees and agents ("Indemnitees") from and against all claims of whatever nature arising from any act, omission, or negligence of City or City's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term hereof, in or about the premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of City or City's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

City agrees to maintain in full force during the term hereof a policy of public liability insurance under which City is named as insured, and containing an additional named insured endorsement naming Indemnitees as additional insureds, and under which the insurer agrees to indemnify and hold City and Indemnitees harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of City, or City's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars). In addition to the additional named insured endorsement on City's policy of insurance, said insurance policy shall be endorsed to include the following language:

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VIII. TERMS OF AGREEMENT

- A. Term of this agreement shall be for ten (10) years with a review one-year from the commencement of services and every year thereafter.
- B. District or City may not cancel this agreement without prorated compensation to City by District. Compensation shall be \$12,000 for each remaining year in the agreement.

CITY OF LODI, a municipal corporation

LODI UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
H. DIXON FLYNN  
City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
SUSAN J. BLACKSTON  
City Clerk

Approved as to Form:

\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney

CITY COUNCIL

STEPHEN J. MANN, Mayor  
ALAN S. NAKANISHI  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
KEITH LAND  
PHILLIP A. PENNINO

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

November 8, 2000

H. DIXON FLYNN  
City Manager  
SUSAN J. BLACKSTON  
City Clerk  
RANDALL A. HAYS  
City Attorney  
RICHARD C. PRIMA, JR.  
Public Works Director

Ms. Mamie Starr, Assistant Superintendent  
Facilities and Planning Department  
Lodi Unified School District  
1305 East Vine Street  
Lodi, CA 95240

SUBJECT: Authorize the City Manager to Execute a Joint-Use Agreement with  
Lodi Unified School District, and a Design Services Agreement with  
Booker Gery Hickman Architects, for a Bus Wash Facility at  
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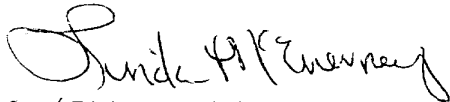
Enclosed is a copy of background information on an item on the City Council agenda  
of Wednesday, November 15, 2000. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a  
Council Member requests discussion. The public is given an opportunity to address  
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the  
Council, please contact Susan Blackston, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Carlos Tobar,  
Transportation Manager, at 333-6800, ext. 2678.

  
Richard C. Prima, Jr.  
Public Works Director

RCP/lm  
Enclosure ✓  
cc: City Clerk

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